

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

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B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

This is a Cost-Plus-Award-Fee (CPAF) Task Order with Firm Fixed-Price elements for Deactivation of the Paducah Gaseous Diffusion Plant (PGDP). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Task Order) and otherwise do all the things necessary for or incident to performing the work under this Task Order in a safe, efficient, and effective manner. This work shall be performed in accordance with the requirements of this Task Order and the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) - Unrestricted Contract (*herein referred to as the ID/IQ Basic Contract*).

B.2 TASK ORDER COST AND FEE

Contract Line Number (CLIN):

CLIN 0001 – Task Order Implementation Period – See Section C, Performance Work Statement (PWS) C.1.1. The Task Order Implementation Period is anticipated to be 90 days after issuance of a Notice to Proceed. There is no fee for the Task Order Implementation Period.

Estimated Cost (no fee): \$ _____

CLIN 0002 – Project Management – See Section C, PWS C.1.2. This CLIN is anticipated to commence immediately after Notice to Proceed.

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0003 – Facility Deactivation and Infrastructure Optimization and Surveillance and Maintenance and Utility Operations – See Section C, PWS C.1.3 and C.1.4.

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0004 – Cylinder Transfers – See Section C, PWS C.1.4.3.

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0005 – Deactivation, Decontamination and Demolition – See Section C, PWS C.1.5.

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0006 – On-Site Waste Disposal Facility – See Section C, PWS C.1.6.1.

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0007 – Post GDP Shutdown Environmental Services – See Section C, PWS C.1.7.

CLIN 0007A - (See Section C, PWS, C.1.7.2.2, C.1.7.2.3, C.1.7.3, C.1.7.4.2 and C.1.7.6)

Estimated Cost: \$ _____
Total Available Award Fee: \$ _____

CLIN 0007B- Pump & Treat (See Section C, PWS C.1.7.2.1)

Firm-Fixed Price: \$ _____

CLIN 0007C – Burial Grounds SWMUs 5 & 6 Cap (See Section C, PWS C.1.7.4.1)

Firm-Fixed Price: \$ _____

CLIN 0007D - Environmental Monitoring (See Section C, PWS C.1.7.5)

Firm-Fixed Price: \$ _____

Task Order Totals

Total Estimated Cost (A): \$ _____
Total Available Award Fee (B): \$ _____
Total Firm Fixed Price (C): \$ _____
Total Task Order Award (A+B+C): \$ _____

B.3 OBLIGATION OF FUNDS

- a. Pursuant to Section B.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$TBD** for CLINs 0007B, 0007C, and 0007D.
- b. Pursuant to Section I clause entitled FAR 52.232-22 “Limitation of Funds”, the total amount of incremental funding allotted is **\$ TBD** for CLINs 0001, 0002, 0003, 0004, 0005, 0006 and 0007A.

Date	Accounting and Appropriation Data	Amount	Cumulative

- c. The Government does not anticipate fully funding the entire Task Order at the time of award. The Government will fund on a yearly basis subject to funding being available at the beginning of each fiscal year. If funding is provided to the project office in increments throughout the year, the Government will fund the activities as funds become available.
- d. The CO will authorize work by CLIN or modify any CLIN as needed and as appropriations allow. Additionally, the CO may unilaterally decide not to authorize a CLIN(s) at all. The Contractor shall not work on a CLIN unless it has been authorized by the CO. The Contractor shall not be entitled to earn fee for work not authorized by the CO.

B.4 AWARD FEE

- a. There is no fee for the Task Order Implementation Period (Section C.1.1.) or for any defined benefit pension plan costs and healthcare benefit costs, i.e. MEPP/MEWA.
- b. The Total Available Award Fee specified above is subject to the maximum fee percentage in accordance with the ID/IQ Basic Contract at Section B.2 EMCBC-B-1002 Fee Ceiling and Section H.153, Conditional Payment of Fee, Profit, or Incentives of this Task Order.
- c. There is no Base Fee for this Task Order. The Total Available Award Fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or Performance Based Incentives (PBIs), as described in the Award Fee Plan (also known as a Performance Evaluation and Measurement Plan (PEMP)). The award fee available for each period will be set forth in the Award Fee Plan, Section J, Attachment J-11. Award fee may be reduced or withheld pursuant to the other clauses in the Task Order (e.g., H.153, Conditional Payment of Fee, Profit, or Incentives, Section H.109 Integrated Contractor Work Control Systems and Reporting Requirements, Section H.112 Key Personnel, etc.).
- d. The Contracting Officer (CO) will prepare and issue the Award Fee Plan unilaterally 30 days prior to the start of each award fee period. The periods are anticipated to coincide with the Government's fiscal year. The components of the plan will include subjective award fee criteria and PBIs, as considered appropriate. PBIs may be a combination of single and multi-year incentives. A copy of the Plan will be provided to the Contractor 30 calendar days prior to the start of the first evaluation period. Changes made after that date will be made bi-laterally.
- e. The CO may authorize provisional payments of up to 85% of the available award fee for the period once the Contractor has an approved Earned Value Management System and the Task Order Performance Baseline specified in Section H.109 has been approved by DOE. These payments are at the discretion of the CO and are provisional in nature (i.e., Award Fee is not actually earned until the Fee Determination Official (FDO) has issued a Fee Determination, at which time the

Contractor shall immediately repay any provisional amount overpaid, or invoice for the balance of fee determined as appropriate. The Government has the option of offsetting the overpayment from invoices submitted by the Contractor).

- f. The amount of earned award fee shall be unilaterally determined by DOE's FDO annually. This determination shall be based upon the evaluation of the contractor's performance, as measured against the Award Fee Plan. The CO will reconcile the provisional fee paid and any fee reductions required by the Task Order to the fee determined and notify the Contractor of the FDO's decision. If the amount of the total fee earned is less than the total amount of all fee payments previously made to the Contractor, the Contractor shall reimburse DOE the difference. The difference is subject to Section I clause entitled, FAR Clause 52.232-17, Interest (OCT 2010).
- g. Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

B.5 AUTHORIZATION OF TASK ORDER IMPLEMENTATION COSTS

- a. The Task Order Implementation Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Implementation Period is estimated to be ninety (90) days. During the Implementation Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. During the Implementation Period, the Contractor may have to assume full responsibility and perform those activities assigned by the CO. The Contractor shall coordinate its activities with DOE.
- b. The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 14-day review and approval period.
- c. All Task Order Implementation costs shall be included in the Total Estimated Contract Cost of this Task Order. There is no fee authorized for the Task Order Implementation activities or period.

B.6 ADVANCE UNDERSTANDING – CHANGES TO CONTRACT COST AND CONTRACT FEE

- a. The Contractor is responsible for total performance under this Task Order, including selecting the specific approaches and methods to perform all work. For all Task Order work within the control of the Contractor, the consequences of any adverse Contractor work performance; consequences of any regulatory actions in response to adverse Contractor work performance; and/or inability to accomplish the Contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the Task Order.
- b. Except as specified herein, the Contractor shall not be reimbursed from funds allocated to this Task Order under section B.3 for any costs relating to its handling and disposition of natural uranium hexafluoride transferred to the Contractor in accordance with Clause H.127. However, the costs incurred for the development of a uranium transfer program, development and approval of the Uranium Transfer Plan required under the Task Order, continuing administration of the uranium transfer program activities required prior to each uranium transfer, and any related activities required in the performance of the PWS of this Task Order are allowable costs under this Task Order.

B.7 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, of the basic IDIQ will remain in effect for the duration of the Task Order.

- a. The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses will be evaluated.
- b. If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the Semi-annual award fee earned. The reduction amount may be up to 10% of the Semi-annual award fee earned. The reduction will occur for the current Semi-annual award fee period in which each of the two (2) year periods are accomplished.

B.8 LIMITATION OF GOVERNMENT'S OBLIGATION

- a. Funds are not presently available for performance under this Task Order beyond _____. The Government's obligation for performance of this Task Order beyond that date is contingent upon the availability of appropriated funds from which payment for Task Order purposes can be made. No legal liability on the part

of the Government for any payment may arise for performance under this Task Order beyond _____, until funds are made available to the CO for performance and until the Contractor receives notice of availability, to be confirmed in writing by the CO.

- b. **For Firm Fixed Price CLINs 0007B, 0007C, 0007D,** the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the firm-fixed priced CLIN(s). The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the Task Order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable CLIN(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- c. The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the Task Order for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. The notification will also advise the CO of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the CO will advise the Contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for Task Order performance after the date of notification. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this Task Order entitled "Termination for Convenience of the Government".
- d. When additional funds are allotted for continued performance of the CLIN(s) identified in paragraph (b) of this clause, the parties will agree as to the period of Task Order performance which will be covered by the funds. The provisions of

paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.

- e. If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the CLIN(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this Task Order, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- f. The Government may at any time prior to termination allot additional funds for the performance of CLIN(s) 0007B, 0007C, and 0007D.
- g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the Task Order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- h. Nothing in this clause affects the right of the Government to terminate this Task Order pursuant to the clause of this Task Order entitled "Termination for Convenience of the Government."
- i. Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.